

CAD86785

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee (name) Community Services

For Commission Action on (date) June 16, 2008

Resolution approving the expenditure of funds in the amount of \$86,825 to the University of Memphis for the development of Child Impact Statements for the Administration and Board of County Commissioners of Shelby County, Tennessee through the Office of Early Childhood & Youth. This item requires the expenditure of county general funds in the amount of \$86,825. Sponsored by Commissioner Mike Carpenter.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

X This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ 86,825 : County CIP Funds: \$ _____

State Grant Funds: \$ _____ : State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Community Services

APPROVAL:

Dept. Head: Julie Coffey – 526-1822 ext. 249 \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Division Director: Dottie Jones – 545-4274 \ KDJ \ 05/21/08
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Mike Swift 545-4269 \ MA S \ 6/3/08
6/3/08 (Type your name & phone #.) (Initials) (Date)

County Attorney: Kathy K. Ph... \ KP \ 6/3/08
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: James F. Huntzicker 545-4514 \ JFH \ 6/3/08
(Type your name & phone #.) (Initials) (Date)

SUMMARY SHEET

I. Description of Item

This resolution approves the expenditure of funds for the development of Child Impact Statements for strategically selected resolutions and issues brought for consideration by and to the Shelby County Board of Commissioners and Administration.

Many, if not all, of the issues that come before the Shelby County Board of Commissioners have a direct or indirect impact on the well-being of children and youth in our community and despite the large number of children in Memphis and Shelby County, the size of the industries serving those children in health, education, and social service, and the direct impact that public policy has on children and families, there is no formal process within Shelby County Government charged specifically with studying the impact of policy decisions on children and youth.

Request For Proposal Number 08-004-74 was issued with responses due on May 12, 2008 and the University of Memphis was determined to offer the lowest and best response after a thorough review of the proposal received and therefore the resulting contract was prepared pursuant to Shelby County Purchasing Policies and Procedures in the amount of \$86,825.00.

II. Source and Amount of Funding

- A. Amount expended/Budget Line Item - \$86,825 from 010-480101-6646, Community Services Director's Office Professional Fees.
- B. All Costs (Direct/Indirect) - All costs of this project are included in this contract.
- C. Additional or Subsequent Obligations or Expenses of Shelby County - None

III. Contract Items

- A. Type of Contract - standard county contract for professional services.
- B. Terms - June 1, 2008 through November 30, 2008

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this resolution.

Item _____

Prepared by: Dottie Jones

Approved by: [Signature]

Resolution approving the expenditure of funds in the amount of \$86,825 to the University of Memphis for the development of Child Impact Statements for the Administration and Board of County Commissioners of Shelby County, Tennessee through the Office of Early Childhood & Youth. This item requires the expenditure of county general funds in the amount of \$86,825. Sponsored by Commissioner Mike Carpenter.

WHEREAS, The Board of Commissioners of Shelby County, Tennessee authorized funding of an Office of Early Childhood & Youth in the FY 2007-2008 budget to provide a unified point of collaboration for programs, services and policies related to children, youth and families in the community; and

WHEREAS, Many, if not all, of the issues that come before the Shelby County Board of Commissioners have a direct or indirect impact on the well-being of children and youth in our community; and

WHEREAS, The Board of Commissioners of Shelby County, Tennessee authorized the development of a mechanism for the production of Child Impact Statements to accompany strategically selected resolutions and issues brought for consideration by the Shelby County Board of Commissioners and Administration; and

WHEREAS, Child Impact Statements may include, but not be limited to, information about age, gender, ethnicity, economic status, geography, education and other relevant data describing the children who may be affected and how they may be affected by the adoption of policies by Shelby County Board of Commissioners and Administration; and

WHEREAS, Request For Proposal Number 08-004-74 was issued with responses due on May 12, 2008 and the University of Memphis was determined to offer the lowest and best response after a thorough review of the proposal received and therefore the resulting contract was prepared pursuant to Shelby County Purchasing Policies and Procedures in the amount of \$86,825.00; and

WHEREAS, The period of award is from June 1, 2008 through November 30, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds in the amount of \$86,825 for the development of Child Impact Statements is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute said contract on behalf of Shelby County Government for the purposes herein contained, an executed copy of which is to be placed on file in the Purchasing department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in the amount of \$86,825 for the purpose contained in this resolution and to take proper credit in their accounting therefor.

A C Wharton, Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED AND SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR, AND, IF APPLICABLE, THE HEALTH POLICY COORDINATOR, AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Office of Early Childhood and Youth
2. Preparer's Name, Telephone #, and E-Mail Address:
Julie Coffey 526-1822 ext. 249, julie.coffey@shelbycountyttn.gov
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Professional Fees
4. NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
University of Memphis
315 Administration Bldg
Memphis, TN 38152
VENDOR NO./FED. ID NO. _____
5. COST OF ITEM OR SERVICE REQUESTED: \$86,825.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: 06/01/2008 through 11/30/2008
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
010-480101-6646
8. COMMODITY CODE: _____
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS
a. ☒ Bid/RFP Process - # & Date
RFP #08-004-74 Close date - May 12, 2008
b. ☐ Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description
☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
☐ MALE ☐ FEMALE
☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
☐ ANNUAL SALES DOES NOT EXCEED \$3 MILLION
☒ N/A
11. SPECIAL INSTRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

HEALTH POLICY COORDINATOR DATE
(If Applicable)

Julie Coffey
DEPARTMENT HEAD

05/31/08
DATE

[Signature]
DIVISION DIRECTOR

05/31/08
DATE

**SERVICE AGREEMENT
BETWEEN
The University of Memphis
AND
Shelby County Office of Early Childhood and
Youth**

This contract (the "Contract") entered into this 1st day of June, 2008, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and **The University of Memphis** hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to assist the Office of Early Childhood and Youth with designing, developing, and evaluating Child Impact Statements that will be attached to key pieces of legislation and policy decisions considered by the Shelby County Government. Child Impact Statements will provide information as to how the social, emotional, physical and cognitive well-being of children- as well as their access to needed community supports and resources-will be affected by proposed legislation and/or administrative policies.

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall design, develop, evaluate Child Impact Statements that will provide information describing how children's social, emotional, physical, and cognitive needs-as well as their access to needed community supports and resources would be affected by proposed policies and/or legislation; indicate specific groups of children more likely to be influenced by such policies and/or legislation; demonstrate the impact, if any, on the parents' abilities to meet their children's emotional, physical, intellectual and financial needs. The following steps will be followed in carrying out the Child Impact Statements:

- 1) Complete a review of efforts to design and implement Child Impact Statements in the U.S. and worldwide, a critical process to informing the design, testing, implementation, and evaluation of the proposed web-based interactive template for Child Impact Statements.
- 2) Identify the most relevant and up-to-date databases that are currently providing zip code level data on children and families within the geographic area most likely to be affected by legislation and policy.
- 3) Construct a complete picture of the potential users of Child Impact Statements application leveraging that information to design user test high fidelity prototypes of the web-based interactive template for creating Child Impact Statements.
- 4) Conduct a pilot implementation of the Child Impact Statements Tool within real-world policy creation scenarios to evaluate the application's contribution to policy drafting efficacy and to investigate potential barriers to widespread adoption.
- 5) Fully deploy the web-based Child Impact Statements interactive template in order to refine and administer a continuing evaluation of Child Impact Statements as well as provide future enhancements to the Child Impact Statements application if needed.

Key dimensions to be considered include:

1. Assessments will determine the influence of proposed legislation or policies on the property tax base, the environmental safety and healthiness of neighborhoods, the crime and safety of neighborhoods, the composition of school populations, etc.

TERMS AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue through November 30, 2008.
The time for completion of this project is 6 months from the execution of this agreement. In no case is the project expected to exceed 6 months in duration.
2. The COUNTY agrees to compensate the CONSULTANT for the provision of the Services the sum total not to exceed EIGHTY-SIX THOUSAND, EIGHT HUNDRED AND TWENTY-FIVE DOLLARS AND 00/100 (\$86,825.00) Dollars (the "Fee") during the term of this Contract which shall include all reimbursable expenses.
3. The CONSULTANT shall submit invoices to the COUNTY for Services performed. Invoices shall be submitted in duplicate to the address set forth in Paragraph 34 of this Contract to the attention of Ms. Julie Coffey, Deputy Administrator, the Office of Early Childhood and Youth. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONSULTANT based on CONSULTANT'S non-performance or negligent performance of any of the Services under this Contract.

II. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONSULTANT'S PERSONNEL

The CONSULTANT represents that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further represents that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent CONSULTANT over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONSULTANT has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONSULTANT for the Services performed shall be on the CONSULTANT's letterhead.

4. REPORTS

CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the

COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however,

CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

- d. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONSULTANT and the COUNTY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONSULTANT is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT's Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONSULTANT's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONSULTANT represents that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT represents that no part of the total Contract Fee shall be paid directly or

indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONSULTANT represents that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this representation, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY to enter CONSULTANT's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. The COUNTY has no obligation to provide legal counsel or defense to CONSULTANT or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONSULTANT as a result of or relating to performance of the Services under this Contract.
- b. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONSULTANT as a result of or relating to performance of the Services under this Contract.
- c. CONSULTANT shall immediately notify the COUNTY of any claim or suit made or filed against CONSULTANT or its subcontractors regarding any matter resulting from or relating to CONSULTANT's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

13. GENERAL COMPLIANCE WITH LAWS

- a. The CONSULTANT represents that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance

herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee and Claims Commission in Tennessee.

14. NON-DISCRIMINATION

The CONSULTANT hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONSULTANT shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

15. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

16. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

17. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

18. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

19. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

20. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

21. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the COUNTY.

22. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONSULTANT's personnel with any benefits and shall have no liability for